

DEPOSITORY AGREEMENT

This Depository Agreement is made and entered into this 29 day of March, 2013, by and between Kansas State University a political subdivision of the State of Kansas, hereinafter called "Depositor," and Commerce Bank, hereinafter called "Depository Institution."

WHEREAS, the Depositor has deposited and will in the future deposit public funds with the Depository Institution in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"), and

WHEREAS, the Depositor has requested that its deposits in excess of the FDIC insurance limit, now or hereafter in effect, be secured, and

WHEREAS, the Depository Institution is authorized by 12 USC 90 to give security for the safekeeping and prompt payment of funds deposited by any State or political subdivision thereof, or any agency or other governmental instrumentality of one or more States or political subdivisions thereof, and Depository Institution is willing to provide collateral to the Depositor securing all deposits in excess of the applicable FDIC insurance limit, such collateral (hereinafter the "Collateral") to consist of,

- a) Securities as prescribed by the appropriate state statute in the state where the Depositor is located;
- b) Irrevocable Letter of Credit through the applicable Federal Home Loan Bank as prescribed by the appropriate state statute in the state where the Depositor is located; and

WHEREAS, the Depository Institution is willing to provide sufficient Collateral such that the market value of the Collateral pledged will at all times equal not less than one hundred percent (100%) of the actual amount of the funds on deposit, including accrued interest, less the amount insured by the FDIC, and

WHEREAS, the Depository Institution will deliver the Collateral for safekeeping in a book-entry collateral account (hereinafter the "Collateral Account") established at the Federal Reserve Bank in Kansas City, Missouri (hereinafter referred to as the "Custodial Institution").

NOW, THEREFORE, the parties hereto agree as follows:

1. **Security.** All funds standing in the name of the Depositor now or hereafter on deposit with the Depository Institution in excess of applicable FDIC insurance shall be secured by the Depository Institution's pledge of Collateral and Depository Institution hereby pledges to Depositor all Collateral now or hereafter delivered to Custodial Institution and deposited in Custodial Institution's Collateral Account and held under joint custody receipt in the name of Depositor and Depository Institution, and agrees that such Collateral shall at all times be maintained in an amount equal to at least one hundred percent (100%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance, provided that Depository Institution has been given advance notice of and/or a reasonable opportunity to act on deposits made from time to time by Depositor. Depositor

must give Depository Institution advance notice and a reasonable opportunity to act on deposits which represent a large increase over deposits made from time to time by Depositor, or which will result in the under-collateralization of the Collateral Account.

2. **Safekeeping Provisions.** The Depository Institution shall cause Custodial Institution to maintain the Collateral in a Collateral Account. Except as provided in paragraphs 5 and 6 below, the Collateral shall be released only upon the joint written authorization of the Depositor and the Depository Institution. The Depository Institution may substitute or exchange securities held in the Collateral Account as hereinafter provided.

3. **Timing for Authorization.** Depositor must provide written authorization for the release maturing of Collateral within twenty-four (24) hours of a request for such authorization. Depositor will pay Depository Institution a fee, to be determined by Depository Institution, if this authorization is not provided within that time period.

4. **Representations.** The Depository Institution represents to the Depositor: (a) that the Depository Institution is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral; and (c) that the deposits of Depositor are insured by the FDIC up to the current deposit insurance coverage limits.

5. **Default.** The Depository Institution shall be in default if it fails to pay, on demand, all or any part of a matured deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Depository Institution's assets pursuant to applicable banking law or regulation.

6. **Proceeds.** In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits.

7. **Statements.** The Depository Institution agrees to furnish to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping in the Custodial Institution upon written request. The statement will include par value, interest rate, and maturity date of the Collateral.

8. **Substitution.** The substitution or exchange of similar securities comprising the Collateral may be made by the Depository Institution only with the prior written consent of Depositor, which consent shall not unreasonably be withheld.

9. **Financial Condition.** The Depository Institution agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Depository Institution's parent bank holding company upon written request.

10. **Fees.** Depositor agrees to pay to Depository Institution all fees and charges associated with the Collateral Account, including, but not limited to, Depository Institution and Custodial Institution fees and charges.

11. **Authorization.** Depositor and Depository Institution each represents and warrants to the other that this Agreement is made pursuant to and is duly authorized by resolution of its respective Board of Directors or other governing body.

12. **Non-Assignability.** This Agreement is not assignable in whole or in part, but is binding on the parties hereto and its successors and permitted assigns.


13. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas including K.S.A. 75-4201 et seq., and incorporates by reference Kansas statutes and administrative regulations relevant to the subject matter of this agreement, and any amendments thereto, are likewise incorporated herein without further action or acknowledgement by the parties.


Depositor

COMMERCE BANK

Depository Institution

By: Fran Willbrant
Assistant Vice President
Title: Financial Services

By: 
Title: Community Bank President - Manhattan

Kan

CERTIFICATE OF SECRETARY OF DEPOSITORY INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Enabling Resolutions adopted by unanimous consent of stockholders on May 22, 2009, as the same may be amended or restated from time to time, and

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this ____ day of ____, 20____.

(SEAL)

Secretary of Depository Institution